

<b>SOLICITATION AND OFFER</b>				1. [BLANK]				Page 1 of 21	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <b>OPR07000068</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>05/29/2007</b>		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CAO Procurement Management 327 Ford Bldg. Washington, DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2214 ext.				CODE <b>CPM</b>		8. ADDRESS OFFER TO (If other than item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>2:00 PM</u> local time <u>07/06/2007</u> (Hour) (Date)									
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT.		C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16-17		
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5-7	X	J	LIST OF ATTACHMENTS	18		
X	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	19		
X	F	DELIVERIES OR PERFORMANCE	9	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	20		
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<b>OFFER (Must be fully completed by offeror)</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)			10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )			
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (If other than Item 7)			CODE			25. PAYMENT WILL BE MADE BY			CODE
26. NAME OF CONTRACTING OFFICER (Type or print)					27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form or by other authorized official written notice.									

<b>Line Item Summary</b>	<b>Document Number</b> OPR07000068	<b>Title</b> HouseNet Self-Serv	<b>Page</b> 2 of 21
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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0001	Consulting Services		0.00	ea	\$ _____	\$ _____
	Place Attachment 1 behind this page in your proposal					
0002	Consulting Services		0.00	ea	\$ _____	\$ _____
	Option 1					
						OPTION PERIOD

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## SECTION B -- SUPPLIES OR SERVICES AND PRICES

### B.1 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF OBJECTIVES

#### Introduction and Background

The Chief Administrative Officer of the House of Representatives has set the goal of enabling House staff to perform self-service tasks on varied back-office applications through the new House portal (HouseNet). CAO Advanced Business Solutions (CABS) aims to provide a standard framework for self-service capabilities via HouseNet as it relates to CAO enterprise applications. The framework will establish an integration methodology with HouseNet to provide a seamless customer experience for conducting self service transactions.

CABS seeks contractor support to integrate the initial group of applications into HouseNet, and to design a consistent and repeatable integration process so that the integration work can be repeated time and again as we bring more applications online.

#### Description of Work

The CAO is seeking to provide self service capabilities to end users via the HouseNet portal to provide for them a seamless user experience. CABS requires contractor assistance in developing the conceptual framework for incorporating disparate applications into the House's internal AquaLogic User Interaction portal (HouseNet) and in executing the integration of the applications with the project managers for the enterprise applications. The primary driver for integration with the HouseNet portal will be the balance between usability and security. There is a possibility that the work may not be concurrent weeks, but may have breaks between activities.

HouseNet is running on AquaLogic User Interaction version 6 in a .NET environment on a Windows 2003, IIS 6 platform.

#### Tasks

Tasks include, but are not limited to, the following items:

- Maintain a project plan in MS Project;

- Measure and evaluate progress against project plan;

- Resolve diversions from project plan;

- Coordinate and manage the activities of project personnel;

- Ensure the completion and quality of each deliverable;

- Gather and document integration requirements from application owners and technical contacts;

Develop general implementation framework that can be used as a guide for integrating applications. This framework will consist of the following elements:

- Defined self-service capability requirement per application for end-user

- Functional standards (and any constraints)

- Technical standards (and any constraints)

- HouseNet-specific requirements for integration

- User Authentication protocol

- Technical support

- Service level agreements with appropriate CAO business units

Develop, install, and test the code on the AquaLogic side, in coordination with the application project managers, to integrate the following applications into HouseNet:

- PeopleSoft

- Lawson

- BMC Remedy

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Provide guidance and support to the other application teams in how to prepare and present their applications for integration.

Analysis of data security and recommendation of mitigation

### **Deliverables**

Deliverables will include programming and coding products, as well as project management artifacts and reports.

Documented methodology for integrating CAO enterprise applications into the HouseNet portal.

Project plan in MS Project;

Weekly detailed reports;

Technical documentation for all changes and additions to the portal;

Updates to the existing HouseNet documentation:

- Requirements document
- System design document
- System architecture diagrams
- System Security plan
- Configuration management plan
- System failover procedures

Standard Operating Procedures for maintaining the connections;

### **Reports to Contract Officer Representative**

In addition to the weekly reports the Contractor(s) shall provide a monthly report to the COR. The monthly report shall include:

- Reporting Period;
- Summary of current project status;
- Financial summary, including total invoiced to date and projected invoice for next work period;
- Work Accomplished During the Period;
- Anticipated Activity for Next Reporting Period;
- Outstanding Issues;
- Risks and mitigation strategy.

The Contractor(s) shall also provide a weekly status briefing in person to the Contracting Officer Representative(s) and other designated House personnel. This briefing will include discussions of progress during the week, outstanding issues and anticipated next steps for the upcoming week.

### **Schedule**

It is anticipated that work would commence in May 2007. The applications have the following integration deadlines:

Lawson:	December 2007
PeopleSoft:	October 2007
Remedy:	November 2007

### **Required Competencies and Experience of Candidate(s)**

The contractor(s) shall have the following competencies and relevant work experience:

Ability to perform against an aggressive rollout schedule, including program management, ensuring all deadlines are met, and reporting out on critical milestones;

Ability to interface with stakeholders effectively and ensure their needs are met;

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Ability to interface with senior management in a professional and effective manner;

Strong communication and writing skills.

BEA AquaLogic installations in a Windows environment;

BEA AquaLogic portlet development in a Windows environment;

BEA AquaLogic support and troubleshooting;

Able to explain processes and functions to non-technical users.

#### **Key Personnel**

The Contractor(s) shall assign key personnel by name and title. Provide résumé of key personnel, including relevant experience, education, and professional accomplishments. The bidder must represent that the information is accurate and complete and that the individuals named are available for assignment on the date the contract becomes effective.

The Contractor(s) shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the Contracting Officer. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the Contracting Officer. The Contractor(s) must notify the Contracting Officer of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the Contracting Officer. The Contracting Officer may require substitution of key personnel from Contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the Contracting Officer. The Contracting Officer will notify the Contractor(s) after receipt of all required information (including résumés of substitutes) of the decision on substitutions within 10 business days.

Contracting Firm should be able to pull additional resources on and off the project, with two weeks notice, in response to interdependent project schedules.

No corporate project management hours are required.

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## SECTION D -- PACKAGING AND MARKING

### D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.



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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

a. Base period of performance shall extend for 12 months from date of award.

b. At the end of the base period, noted above, the House may, at its discretion, renew this contract up to an additional option period of 1 year.

### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.3 HC.6.008 LIQUIDATED DAMAGES MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

### F.4 HC.6.009 PAYMENT FOR NON-PERFORMANCE SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

### F.5 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

### G.2 CONTRACT TYPE

Fixed Hourly Rate Level of Effort, Time & Material.

### G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

#### a. Contracting Officer (CO):

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

#### b. Contracting Officer's Representative (COR):

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

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- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Name: Jim Tiani  
Title: Procurement Specialist  
Address: 327 Ford House Office Bulding, Washington, DC 20515  
Phone: 202-225-7158  
E - mail: james.tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

**G.4 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE FEBRUARY 2005**

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

**G.5 HC.7.005 PERFORMANCE MEASUREMENTS FEBRUARY 2005**

a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
  - Itemized tasks with a description of the support/services utilized
  - Hours/dollars expended by task
  - Task status
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues

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b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

## G.6 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

d. The House does not pay federal, state or local taxes unless mandated by law.

e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

## G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

## G.8 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

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A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

**G.9 HC.7.025 RELEASE OF CLAIMS**

**FEBRUARY 2005**

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC-003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### H.4 HC.8.006 NEWS RELEASES

MAY 2001

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No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

#### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (see <http://www.house.gov/cao-opp/currentsol.htm>) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

#### H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

#### H.7 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

For contractors working in House spaces, the contractor agrees to post in all work areas an Emergency Evacuation Plan provided by the COR and to instruct all its employees regarding their obligations to follow such plans. Additionally, the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911 from a House phone.

#### H.8 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

MARCH 2003

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CO. The CO's decision shall be final. The contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

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## SECTION I -- CONTRACT CLAUSES

### I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.

b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.3 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

### I.4 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

### I.5 HC.9.008 TAX EXEMPTION JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

### I.6 HC.9.012 TERMINATION JUNE 2002



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The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

**I.7 HC.9.014 ASSIGNMENT**

**JUNE 2002**

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and not withstanding the House's act of accepting or paying for any shipment or similar act of the House.

**I.8 HC.9.013 GRATUITIES**

**JUNE 2002**

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ATTACHMENTS

Item	Description	# Pages
1	Attachment 1 Level of Effort	1

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.2 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

### K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- Legal name of the company.
- Brief - biographies for corporate officers and business history.
- Key point of contact (POC) list and telephone number.
- Financial Statement

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, may be disqualified from further consideration.

The proposal shall be divided into the following distinct and marked parts:

- (1). Section A of RFP - The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2). Section B Price Schedules - Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer. Attachment 1 goes in this section.
- (3). Section G Contract Administration. Offeror shall complete the required sections. Also list key personnel in this section.
- (4). Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5). Management Approach and Technical Approach.
- (6). Corporate Capabilities/strength/depth and experience pertinent to the required scope. Resumes of candidates and their qualification and related experience to the scope of work should be included in this section. Offeror shall provide references for three current or recent (within three years) customers and three past customer, preferably in the public sector. List the name and address, name and title of the client contact and telephone number.

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one (1) **electronic copy via email in MS Word or PDF format** of the proposal to **james.tiani@mail.house.gov. by the date and time as identified on page 1 block 10.** The proposal is to be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Facsimile or Hand delivered proposal will NOT be accepted.

### L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award Fixed Hourly Rate Level of Effort to offeror whose proposal meets the requirements and is the best value for the House as stated in this RPQ. Proposals will be evaluated based on the following factors:

- (1) Qualification & Experience of Candidate(s)
- (2) Corporate Capability
- (3) Management & Technical Strength
- (4) Past Performance
- (5) Oral presentations, if required
- (6) Price

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.